

AUTO-OWNERS

Issued 04-14-2003

INSURANCE COMPANY

TAILORED PROTECTION POLICY DECLARATIONS

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

Effective 02-20-2003

AGENCY WHITTAKER-WARREN INSURANCE INC

17-0877-00

MKT TERR 040

(334) 347-2631

POLICY NUMBER

43-377-578-00

INSURED

SUNSHINE CAMPING CENTER INC

Company Use

38-46-AL-0302

ADDRESS PO BOX 294

DALEVILLE AL 36322-0294

Company  
Bill

POLICY TERM

12:01 a.m. 12:01 a.m.

to

02-20-2003 02-20-2004

# FOR COMPANY USE ONLY

The following attachments were issued with this transaction:

19652 (01-88)	19959 (01-91)	19983 (03-91)	19987 (08-91)	79585 (03-94)	19634 (01-91)A
59350 (11-02)	59218 (01-91)	19372 (04-80)	19637 (09-87)	19693 (03-88)	19288 (11-85)
19732 (06-92)	19654 (05-92)C				

Premium/Commission Recap:

GARG \$3506.00 @ 15.0%

Billing Type

Company Bill - MONTHLY

Billing Account Number

006531808

Insured Copy Mailed To

Agency

Trailback Date

04-14-2003

Reinsurance Dec Copy

No

Messages:

The following directives have been issued for this policy:

E407-01:

RETURN INSURED &amp; AGENCY COPY OF DEC TO BRANCH: MONTGOMERY

- TO: CHRISTA SPEIGNER

- MATCH WITH TPP POL 38009361

FORWARD INSURED DEC TO AGENCY

AGENCY 17-0877-00 POLICY 43-377-578-00

13271 (8-99)

WHITTAKER-WARREN INSURANCE INC  
103 DIXIE DR  
ENTERPRISE AL 36330

04-14-2003



BOX 30660, LANSING, MICHIGAN 48909-8160 • 517/323-1200

AUTO-OWNERS INSURANCE COMPANY  
AUTO-OWNERS LIFE INSURANCE COMPANY  
HOME-OWNERS INSURANCE COMPANY  
OWNERS INSURANCE COMPANY  
PROPERTY-OWNERS INSURANCE COMPANY  
SOUTHERN-OWNERS INSURANCE COMPANY

SUNSHINE CAMPING CENTER INC

PO BOX 294  
DALEVILLE AL 36322-0294

Thank you for allowing Auto-Owners to handle your insurance needs.

Auto-Owners Insurance Group is financially sound with sufficient reserves to be ranked among the leaders in the industry for financial security. Our A++ (Superior) rating by the A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need.

Feel free to contact your Auto-Owners agency with any questions you may have about your insurance needs. Your agency's phone number is (334) 347-2631.

Auto-Owners Insurance - The "No Problem" People®

\*\*\*\*\* THIS IS NOT A BILL. \*\*\*\*\*

**IF ADDITIONAL PREMIUM IS OWED, A BILL WILL BE MAILED SEPARATELY. PLEASE  
PAY ANY UNPAID BILLS.**

~ Serving Our Policyholders and Agents for More Than 85 Years ~

**Auto-Owners**

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79041 (04-95)  
Issued 04-14-2003INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999**TAILORED PROTECTION POLICY DECLARATIONS**

Effective 02-20-2003

AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040

(334) 347-2631

**POLICY NUMBER 43-377-578-00**

INSURED SUNSHINE CAMPING CENTER INC

Company Use 38-46-AL-0302

ADDRESS PO BOX 294  
DALEVILLE AL 36322-0294Company  
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
to	
02-20-2003	02-20-2004

**COVERAGE****TERRITORY****GARAGE LIABILITY COVERAGE****GARAGE LIABILITY COVERAGE LIMITS**

COVERAGES	LIMITS
Combined Liability	\$ 300,000 each occurrence
Passenger Accident	\$ 1,000 each person
Premises Medical	\$ 1,000 each person
Uninsured including Underinsured Motorist	\$ 20,000 each person /\$ 40,000 each occurrence

PREMIUM BASIS: Audit is Annual. Entity is a Corporation.

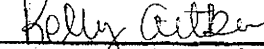
Location 001: RR 1 (US HWY 84) DALEVILLE AL 36322-9801

**Garage Liability - DIVISION I**032  
Dale County, AL

COVERAGES	RATE/EMP	ESTIMATED PREMIUM
Combined Liability	\$689.43	\$2,413.00
Passenger Accident	7.43	26.00
Premises Medical	3.14	11.00
Uninsured including Underinsured Motorist		120.00
<b>TOTAL</b>		<b>\$2,570.00</b>

Additional Forms For This Coverage: 19372 (04-80) 19637 (09-87) 19693 (03-88)  
19288 (11-85) 19732 (06-92)

PREMIUM BASIS: Franchised Dealer - Motor Home Sales. Full time equivalent employees - 3.5. Number of licensed vehicles - 0. Number of dealer plates - 2. Program - Garage.

I certify that this policy was assembled from  
available records as a representation of coverage  
that was in effect for the policy period shown.
  
 Date 2-16-05

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79041 (04-95)

AUTO-OWNERS INS. CO.

Issued 04-14-2003

AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040Company POLICY NUMBER 43-377-578-00  
Bill Company Use 38-46-AL-0302

INSURED SUNSHINE CAMPING CENTER INC

Term 02-20-2003 to 02-20-2004

Garagekeepers Coverage - Direct Primary Coverage

032  
Dale County, AL

COVERAGES	LIMITS	PREMIUM
Comprehensive	\$ 100,000 - \$ 500 ded.	\$612.00
Collision or Upset	\$ 100,000 - \$ 500 ded.	324.00
	TOTAL	\$936.00

Additional Forms For This Coverage: 19654 (05-92)

TOTAL GARAGE LIABILITY PREMIUM

TERM  
\$3,506.00Forms That Apply To This Policy: 19652 (01-88) 19959 (01-91) 19983 (03-91)  
19987 (08-91) 79585 (03-94) 19634 (01-91) 59350 (11-02) 59218 (01-91)

A 2% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X): Comm Umb( ) Comm  
Auto( ) WC( ) Life(X) Personal( ) Farm( ) Passenger Accident coverage written on more than one vehicle does  
not increase the stated limit per person.

Countersigned By: \_\_\_\_\_

Agency Code 17-0877-00

Policy Number 43-377-578-00

**GARAGE LIABILITY COVERAGE FORM**

19652 (1-88)

**AUTO-OWNERS INSURANCE COMPANY  
LANSING, MICHIGAN**

Hereinafter called the Company, in consideration of the payment of the premium and of the statements in the Declarations made a part hereof and subject to all the terms of this insurance, agrees with the insured named in the Declarations with respect to any one or more of the coverages for which a premium is charged:

**SECTION I - INSURING AGREEMENTS**

**A. BODILY INJURY LIABILITY** To pay on behalf of the insured all sums which the insured shall become obligated to pay by reason of the liability imposed upon him by law, or assumed under any contract as defined herein, for damages because of

**A.** bodily injury, sickness or disease including death at any time resulting therefrom, or

**B.** injury to or destruction of tangible property, including the loss of use thereof,

neither expected nor intended from the standpoint of the insured and arising out of the hazards defined in Section II of this coverage form

Coverages A and B shall not apply:

(a) to claims arising under any workers' compensation, unemployment compensation or disability benefits law or under any similar law; nor, except as to liability assumed by the insured under a contract as defined herein, to bodily injury to or death of any employee of the insured arising out of and in the course of his employment of the insured other than domestic employment if benefits for such domestic employment are neither payable nor required to be provided under any workmens' compensation law;

(b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of any

(1) haulaway, tank truck or tank trailer (or any vehicle used therewith) owned, hired or held for sale by the named insured and not being delivered, demonstrated or tested;

(2) automobile

(i) while being operated in any prearranged or organized racing or speed contest or in practice or preparation for any such contest or

(ii) while rented to others by the named insured unless to a salesman for use principally in the business of the named insured or

(iii) while being used by the insured as a public or livery conveyance or for carrying property for a charge;

(iv) possession of which has been transferred to another by the named insured pursuant to an agreement of sale; but this exclusion (b) (2) (iv) does not apply with respect to the named insured;

(3) aircraft;

(4) watercraft away from the premises; but this exclusion does not apply to injury or destruction arising out of repair or service operations performed thereon by the insured;

(c) to property damage to (1) any automobile in charge of the insured and any property while being transported by the insured or while under his control or direction relative to its transportation, or (2) any property owned by or rented to the insured; but part (1) of this exclusion does not apply to property damage caused by an automobile servicing hoist designed to raise the entire automobile or an automobile, freight or passenger elevator;

(d) to bodily injury or property damage resulting from the failure of the named insured's products or work completed by or for the named insured to perform the function or serve the purpose intended by the named insured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared

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Policy Number 43-377-578-00

or developed by any insured; but this exclusion does not apply to bodily injury or property damage resulting from the active malfunctioning of such products or work;

(e) to property damage to any of the named insured's products if such property damage results from a condition existing in such product or any part thereof at the time possession is relinquished to the purchaser thereof;

(f) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(g) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(h) (1) to bodily injury or property damage (a) with respect to which an insured under this insurance is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or (b) resulting from the hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; (2) to bodily injury or property damage resulting from the hazardous properties of nuclear material, if (a) the nuclear material (i) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (ii) has been discharged or dispersed therefrom; (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed stored, transported or disposed of by or on behalf of an insured; or (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection

with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this part (c) of this exclusion applies only to destruction of property at such nuclear facility

**C. PASSENGER ACCIDENT.** To pay to or for  
**D. PREMISES MEDICAL PAYMENTS** each person who sustains bodily injury, sickness or disease, caused by accident and arising out of

C. the use of any automobile for which coverage is afforded under Section II-Definition of Hazards, except subdivision (3) of Division I, while in, upon, entering or alighting from the automobile while the automobile is used by, or with the permission of, the named insured, or

D. the ownership, maintenance or use of the premises and the ways immediately adjoining, or operations of the named insured,

the reasonable expense of necessary medical, surgical, X-ray, dental, Christian Science practitioner services, including prosthetic devices, eyeglasses, pharmaceuticals and ambulance, hospital and professional nursing services incurred within one year of the date of the accident but not exceeding the limit of liability stated in the Declarations as applicable to each person; and in the event of death resulting from such accident within one year from the date of such accident the total limit of liability stated in the Declarations as applicable to each person, less any amount for which the Company may be otherwise liable under this paragraph. The amount due for death shall be paid to the surviving spouse or the next of kin or the legal representative of the deceased, as the Company may elect.

When an automobile for which coverage is afforded under Section II-Definition of Hazards is furnished for the regular use of any person, including the named insured if an individual, this insurance shall be payable to such person, his spouse or the relatives of either not owning an automobile and residing in the same household as such person, with respect to bodily injury sustained while occupying an automobile not owned by the named insured and not used in the business of the named insured or through being struck by an automobile, provided in the event of death resulting from being struck by an automobile, the Company shall be liable only for the aforementioned expenses and the reasonable expense of fu-

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neral services. The insurance afforded by this paragraph shall not apply to injuries sustained through being struck by (1) a farm type tractor or other equipment designed for use principally off public roads, except while actually upon public roads, or (2) a land motor vehicle, trailer or semi-trailer while located for use as a residence or premises or operated on rails or crawler-treads; nor shall coverage apply to injuries sustained by any person while occupying an automobile owned by him or a member of his household.

This insurance does not apply:

(a) under Coverage C to bodily injury sustained by

(1) any employee of an insured under Coverage A arising out of and in the course of his employment by such insured;

(2) any person while in, upon or alighting from a motor scooter, motorized bicycle, motorcycle, snowmobile or midget automobile;

(b) under Coverage D to bodily injury sustained by

(1) any person while occupying or through being struck by an automobile away from the premises;

(2) any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;

(3) the named insured, or any partner therein or member thereof, or any employee of the named insured arising out of and in the course of his employment by the named insured;

(4) any person if such injury arises out of maintenance, alteration, demolition or new construction operations for the named insured or for any lessor of the premises;

(5) any tenant or other person regularly residing on the premises or any employee of such tenant or other person while engaged in the employment thereof;

(c) under Coverages C or D to bodily injury or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

## SECTION II-DEFINITION OF HAZARDS

### Division I. Premises-Operations-Automobiles

The insurance under this division covers the ownership, maintenance, occupation or use of the premises for the purposes of an automobile dealer, repair shop, service station, storage garage or public parking place, and all operations which are necessary or incidental thereto, including (1) the ownership, maintenance or use of any automobile in connection with the foregoing; (2) the occasional use for other business purposes and the use for non-business purposes of any automobile owned by the named insured and, if the named insured is an individual, any automobile owned jointly by the named insured and spouse; and (3) the use of any automobile not owned by the named insured by (a) the named insured, if an individual, and his spouse if a resident of the same household, (b) any person to whom the named insured regularly furnishes an automobile and the spouse of such person if a resident of the same household, or (c) a relative of (a) or (b) residing in the same household and not owning any automobile. This insurance does not apply under subdivision (3) to (i) any automobile owned by or furnished for regular use to (a) or (b) above or a member of the household of either, other than a private chauffeur or domestic servant; (ii) motor scooters, motorcycles or midget automobiles commonly referred to as "karts," "go-karts," "speedmobiles" or any comparable name; or (iii) any automobile not of the private passenger type while used in a business or occupation of (a), (b) or (c) above or to any private passenger automobile while used in such business or occupation if operated by other than (a) or (b) above or the chauffeur or servant of such person unless such person is present in such automobile.

### Division II. Premises-Operations-Automobiles Not Owned Or Hired

The insurance under this division covers the ownership, maintenance, occupation or use of the premises for the purposes of an automobile repair shop, service station, storage garage or public parking place and all operations which are necessary or incidental thereto, including the use for any purpose in connection with the foregoing of any automobile not hired, registered or owned in whole or in part by the named insured, any partner or officer thereof.

## SECTION III-DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS



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It is further agreed that as respects insurance afforded by this policy under Coverages A and B, the Company shall:

**A.** have the right and duty to defend with counsel of the Company's choice any suit against the insured alleging such injury or destruction and seeking damages on account thereof where the Company is liable to the insured in case of judgment, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements;

**B.** pay in addition to the applicable limits of liability:

**(1)** all expenses incurred by the Company, all costs taxed against the insured in any such suit and interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid, tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;

**(2)** premiums on appeal bonds required in any such suit, premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of an accident or traffic law violation occurring during the policy period and arising out of the use of an automobile insured hereunder, not to exceed \$250.00 per bail bond, but without obligation to apply for or furnish such bonds;

**(3)** expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence except bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization; and

**(4)** all reasonable expenses, other than loss of earnings, incurred by the insured at the Company's request.

#### SECTION IV-DEFINITIONS

**A. "INSURED"** shall mean, wherever used in Coverages A and B and in other parts of this coverage form

when applicable to these coverages, not only the named insured but also any partner, employee, director or stockholder thereof while acting within the scope of his duties as such, and any person or organization having a financial interest in the business of the named insured covered by this coverage form, and any person while using an automobile covered by this coverage form and any person or organization legally responsible for the use thereof, provided the actual use of the automobile is with the permission of the named insured.

The provisions of this paragraph shall not apply (a) to any employee of an insured with respect to any action brought against said employee because of bodily injury, sickness or disease, or death of another employee of the same insured injured in the course of such employment in an accident arising out of the business of the insured; (b) to any partner, employee, director, stockholder or additional insured with respect to any automobile owned by him or by a member of his household other than the named insured; (c) to any person or organization, other than the named insured, a lessee or borrower of an automobile, or an employee of the named insured or of such lessee or borrower, with respect to the loading or unloading of an automobile; (d) to any partner, employee, director or stockholder of the named insured with respect to damage to property owned by, rented to or held for sale by the named insured, or property in the care, custody or control of or transported by the named insured.

Garage customers are not insureds with respect to the use of automobiles covered by this coverage form except in accordance with the following additional provisions:

**(1)** If there is other valid and collectible insurance, whether primary, excess or contingent, available to the garage customer and the limits of such insurance are sufficient to pay damages up to the applicable limit of the financial responsibility law of the state where the automobile is principally garaged, no damages are collectible under the policy.

**(2)** If there is other valid and collectible insurance available to the garage customer, whether primary, excess or contingent, and the limits of such insurance are insufficient to pay damages up to the applicable limit of the aforesaid financial responsibility law, then this insurance shall apply to the excess of damages up to such limit.



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(3) If there is no other valid and collectible insurance, whether primary, excess or contingent, available to the garage customer, this insurance shall apply but the amount of damages payable under this policy shall not exceed the applicable limit of the aforesaid financial responsibility law

The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

**B. "GARAGE CUSTOMER"** shall mean any person while using an automobile owned, maintained or used in the garage operations of the insured and furnished or loaned to a customer of the garage or to a prospective purchaser, but shall not include an employee, director, stockholder, partner or member of the named insured or a resident of the same household as the named insured, such employee, director, stockholder, partner or member, or any other person or organization named in the policy as one to whom the named insured furnishes an automobile for regular use and any person while using an automobile furnished to such named person or organization.

**C. "PREMISES"** shall mean premises operated by the named insured for the purpose insured hereunder and includes the ways immediately adjoining but does not include any portion of such premises upon which business operations are conducted by any other person or organization

**D. "AUTOMOBILE"** shall mean any type of land motor vehicle, utility trailer, camping or vacation trailer mobile home, trailer or semi-trailer, truck tractor or farm tractor, non-motorized farm machinery or implement or animal-drawn equipment

**E. "HAZARDOUS PROPERTIES"** shall mean radioactive, toxic or explosive properties

**F. "NUCLEAR MATERIAL"** shall mean source material, special nuclear material or by-product material

**G. "SOURCE MATERIAL," "SPECIAL NUCLEAR MATERIAL,"** and **"BY-PRODUCT MATERIAL"** shall mean as defined in the Atomic Energy Act of 1954 or in any law amendatory thereof

**H. "SPENT FUEL"** shall mean any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.

**I. "WASTE"** shall mean any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (1) or (2) thereof.

**J. "NUCLEAR FACILITY"** shall mean:

(1) any nuclear reactor;

(2) any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing or packaging waste;

(3) any equipment or device used for processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations

**K. "NUCLEAR REACTOR"** shall mean any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

**L. "CONTRACT"** shall mean any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) agreement required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement or (5) elevator maintenance agreement.

#### **SECTION V-POLICY TERM, TERRITORY, STANDARD TIME**

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This coverage form applies only to bodily injury or property damage which occurs during the policy term as stated in the Declarations within the United States of America, its territories or possessions, Canada or Mexico, except with respect to automobiles, this cov-

erage form also applies while the automobile is being transported between ports thereof. The time of Effective Date and Expiration Date expressed in the Declarations is Standard Time at the address of the insured as stated in the Declarations.

### CONDITIONS

These conditions apply in addition to the Common Policy Conditions.

**1. LIMITS OF LIABILITY.** Regardless of the number of (1) insureds under this coverage form, (2) persons or organizations who sustain bodily injury or property damage, (3) claims made or suits brought on account of bodily injury or property damage or (4) automobiles to which this coverage form applies, the limit of liability expressed in the Declarations with respect to Coverage A as applicable to "each person" is the limit of the Company's liability for all damages, including damages for expenses, care and loss of services, arising out of bodily injury to or death of one person in any one occurrence; the limit of such liability expressed in the Declarations as applicable to "each occurrence" is, subject to the above provisions respecting each person, the total limit of the Company's liability for all damages, including damages for expenses, care and loss of services, arising out of bodily injury to or death of two or more persons in any one occurrence. The limit of liability expressed in the Declarations with respect to Coverage B as applicable to "each occurrence" is the total limit of the Company's liability for all damages arising out of the injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one occurrence.

For the purpose of determining the limit of the Company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

**2. PREMIUM.** The premium for the coverage provided in this coverage form is based upon the entire payroll of proprietors, active executive officers, managers, salesmen, clerical force, mechanics, chauffeurs and other employees of the insured except that a premium charge shall be made upon the compensation of any proprietor, active executive officer and manager at \$3,000.00 per annum; all other employees shall be included at the actual remuneration (including commission, bonuses and other compensation) regardless of the period of employment but

not in excess of \$3,000.00 per annum earned whether paid or not.

**3. RECORDS.** It shall be a further condition of this insurance that the insured shall keep an accurate record of such payroll, including the names of all persons, the period for which employed and actual remuneration of such persons, whether paid or not, during the period of the policy. The Company, or any of its representatives, shall be permitted at any time during the term of this insurance or within one year thereafter to examine and audit any and all of the insured's payroll records for the purpose of determining the premium for this insurance.

**4. PAYROLL REPORTS AND AUDITS.** At the end of the payroll report period stipulated in the Declarations, the amount of remuneration earned by proprietors, active executive officers and all employees and the total gross amount of all such earnings during such period shall be exhibited to the Company, as provided elsewhere in this section and the earned premium shall be adjusted in accordance therewith at the rates and under the conditions herein specified. If such exhibit shall be made for a period less than the policy term, the earned premium so determined shall be due and payable and the deposit premium stipulated in the Declarations shall be the deposit premium for the next payroll report period. If the earned premium for the full policy term or the final payroll report period shall be greater than the deposit premium indicated in the Declarations, the named insured shall immediately pay the additional amount to the Company; if less, the Company shall return to the named insured the unearned portion but, except in event of cancellation the Company shall retain the minimum premium stated in the Declarations.

**5. FINANCIAL RESPONSIBILITY.** Such insurance as is afforded by this coverage form under Coverages A and B shall comply with the provision of the motor vehicle financial responsibility law of any state or province which shall be applicable with respect to any such liability arising out of the ownership, main-

Agency Code 17-0877-00

Policy Number 43-377-578-00

tenance or use of an automobile during the policy period, to the extent of the coverage and limits of liability required by such law.

**6. NOTICE OF ACCIDENT, CLAIM OR SUIT.** Upon the occurrence of an accident covered by this policy, the insured shall give immediate notice to the Company or to its authorized agent. Failure to give such notice shall not invalidate this insurance if it is shown that the insured could not reasonably give such notice. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the accident, the names and addresses of the injured persons, the owner or driver of the other automobile involved and available witnesses. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this insurance.

If claim is made or suit is brought against the insured, the insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

**7. ASSISTANCE AND COOPERATION OF THE INSURED.** The insured shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witness and in the conduct of suits. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for immediate medical and surgical relief to others as provided in B(3) of Section III.

**8. ACTION AGAINST THE COMPANY.** No actions shall lie against the Company unless, as a condition precedent thereto, the insured shall have fully complied with all the applicable conditions hereof, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the Company.

Any person or organization or the legal representative thereof, who has secured such judgment or written agreement shall thereafter be entitled to recover under this coverage form to the extent of the insurance afforded by this coverage form. No person or organization shall have any right under this insurance

to join the Company as a party to any action against the insured to determine the insured's liability, nor shall the Company be impleaded by the insured or his legal representative.

Bankruptcy or insolvency of the insured, or the insured's estate, shall not relieve the Company of any of its obligations hereunder.

**9. OTHER INSURANCE.** The insurance afforded by this coverage form with respect to automobiles not owned by the named insured shall be excess insurance over any other valid and collectible insurance available to an insured. Except when stated to apply in excess of or contingent upon the absence of other insurance, the insurance afforded by this is coverage form is primary insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the Company's liability under this coverage form shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this insurance for a greater proportion of the loss than that stated in the applicable contribution provision below:

**(a) Contribution by Equal Shares.** If all of such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of loss is paid.

**(b) Contribution by Limits.** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this insurance for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

**10. SUBROGATION.** In the event of any payment under this insurance, the Company shall be subrogated

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to all the insured's rights of recovery therefor and the insured shall execute all papers required and shall do everything that may be necessary to secure such rights.

**11. DECLARATIONS.** By the acceptance of this insurance the named insured agrees that the statements

in the Declarations are his agreements and representations; that this coverage form is issued in reliance upon the truth of such representations, and that this coverage form and Declarations attached hereto embody all agreements existing between himself and the Company or any of its agents relating to this insurance

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**GARAGE LIABILITY AMENDATORY ENDORSEMENT**

19634 (1-91)

It is agreed:

1. Under SECTION IV - DEFINITIONS the definition of contract is replaced by the following:

**Insured Contract means:**

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- e. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
- f. An elevator maintenance agreement; or
- g. That part of any other contract or agreement pertaining to the named insured's business under which the tort liability of another to pay damage because of bodily injury or property damage to a third person or organization, if the contract or agreement is made prior to the bodily injury or property damage. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement

An **insured contract** does not include that part of any contract or agreement:

- a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- b. That indemnifies any person or organization for damage by fire to premises rented or loaned to the named insured;
- c. That pertains to the loan, lease or rental of an automobile to the named insured; or
- d. That holds a person or organization engaged in the business of transporting property by automobile for hire harmless for the named insured's use of an automobile over a route or territory that person or organization is authorized to serve by public authority

2. Under SECTION I - INSURING AGREEMENTS: A BODILY INJURY LIABILITY and B PROPERTY DAMAGE LIABILITY:

- a. Exclusion (a) is deleted and replaced by:
  - (a) to claims arising under any workers compensation, unemployment compensation or disability benefits law, or under any similar law nor, except as to liability assumed by the insured under an insured contract as defined herein, to bodily injury to or death of any employee of the insured arising out of and in the course of his employment by the insured other than domestic employment if benefits for such domestic employment are neither payable nor required to be provided under any workers compensation law;
- b. Exclusion (c) is amended as follows:  
This exclusion does not apply to liability assumed by the insured under a sidetrack agreement.
- c. The following exclusions are added:
  - (1) Liability coverage does not apply to any liability assumed under any contract or agreement. However, this exclusion does not apply to liability for damages:

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- (a) assumed under a contract or agreement that is defined as an insured contract; or
- (b) that the insured would have even in the absence of a contract or agreement.
- (2) Liability coverage does not apply to bodily injury or property damage caused by war, whether declared or undeclared, or insurrection or any of their consequences. This exclusion applies only when such liability is assumed under a contract or agreement
- (3) Liability coverage does not apply to any obligation on the part of the insured to indemnify another for those damages resulting from bodily injury to an insured's employee. However, this exclusion does not apply when such liability is assumed by an insured under an insured contract.

All other terms and conditions of the policy apply.



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59350 (11-02)

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM  
AND  
IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE**

It is agreed:

1. With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act)
2. Certified act of terrorism means any act certified by the Secretary of the Treasury, in concurrence with:
  - a. the Secretary of State; and
  - b. the Attorney General of the United States;to be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002
3. Under the federal Terrorism Risk Insurance Act of 2002 a terrorist act may be certified:
  - a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
  - b. (1) if the act of terrorism is:
    - a) a violent act; or
    - b) an act that is dangerous to human life, property or infrastructure; and
  - (2) if the act is committed:
    - a) by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States; or
    - b) to influence the policy or affect the conduct of the United States government by coercion

All other policy terms and conditions apply

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## **IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE**

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act defines an act of terrorism, to mean any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States to be (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion

Subject to the policy terms and conditions, this policy provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for commercial lines of property and casualty insurance provided by your policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will pay 90% of such covered losses that exceed the statutory deductible paid by us for commercial lines of property and casualty insurance defined in the Act. You should also know that the federal government and participating United States insurers are required to provide coverage for total losses of \$100 billion annually. In the event that aggregate insured losses exceed \$100 billion annually, no additional claims will be paid by the federal government or insurers. This formula is currently effective through December 31, 2005

We are not currently imposing a premium charge for this coverage. In the event there is a premium charge for this coverage in the future the charge will be shown separately on the Declarations page that you will receive after the policy is issued. In the event of a certified act of terrorism, future policies may also include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act

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Alabama

19732 (6-92)

**UNINSURED MOTORIST ENDORSEMENT**  
**Garage Liability Policy**

In Consideration of the premium for which this policy is written, the Company does hereby agree with the named insured, subject to the limits of liability, exclusions, conditions and other terms of this endorsement and to the applicable terms of the policy:

**INSURING AGREEMENTS**

- I **DAMAGES FOR BODILY INJURY CAUSED BY UNINSURED AUTOMOBILES** To pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured automobile because of bodily injury, sickness or disease, including death resulting therefrom, hereinafter called "bodily injury", sustained by the insured, and arising out of the ownership, maintenance or use of such uninsured automobile.

No judgement against any person or organization alleged to be legally responsible for the bodily injury shall be conclusive, as between the insured and the Company, of the issues of liability of such persons or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the Company.

II. **DEFINITIONS.**

A. **Insured.** The unqualified word "insured" means

- (1) the first named insured as stated in the policy and if an individual and not a corporation, firm or partnership, and while residents of the same household, the spouse of any such first named insured and, if not owning any automobile, the relatives of either;
- (2) any person while occupying an insured automobile; and
- (3) an person, with respect to damages he is entitled to recover for care or loss of services because of bodily injury to which this endorsement applies

The insurance applies separately with respect to each insured but the application of the insurance to more than one insured shall not operate to increase the limits of the Company's liability

B **Insured Automobile** The term "insured automobile" means a motor vehicle to which the Bodily Injury Liability Coverage of the policy applies, provided such motor vehicle is:

- (1) a motor vehicle which is owned by the insured named in the Declarations of the policy, and, if the named insured is an individual a motor vehicle owned jointly by the named insured and spouse;
- (2) a motor vehicle while temporarily used as a substitute for an insured automobile as described in subparagraph (1) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction; or
- (3) a motor vehicle while being operated by the named insured, or by his spouse if a resident of the same household. The term "insured automobile" shall not include:
  - (a) a motor vehicle while used as a public conveyance;

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(b) under subparagraphs (1) and (2) above, a motor vehicle unless being used by or with the permission of the named insured or such spouse, or

(c) under subparagraphs (2), (3)(a) and (3)(b) above, a motor vehicle owned by or furnished for the regular use of the named insured or any resident of the same household.

C. Uninsured Automobile The term "uninsured automobile" means

(1) any highway vehicle with respect to the ownership, maintenance or use of which there is, in at least the amounts specified by the financial responsibility law of the state in which the insured automobile is principally garaged, no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such highway vehicle; or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident but the company writing the same becomes insolvent; or

(2) a hit-and-run automobile as defined;

(3) an automobile that is insured to the extent that the sum of the limits of liability under all bodily injury liability bonds and insurance policies available to an injured person after an accident is less than the damages which the injured person is legally entitled to recover;

but the term "uninsured automobile" shall not include:

(a) an insured automobile or a vehicle that is insured under the liability section of the policy;

(b) a highway vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law;

(c) a land motor vehicle or trailer, if operated on rails or crawler treads or while located for use as a residence or premises and not as a vehicle; or

(d) a farm type tractor or equipment designed for use principally off public roads, except while actually upon public roads.

D. Hit-and-Run Automobile. The term "hit-and-run automobile" means an automobile which causes bodily injury to an insured provided;

(1) there cannot be ascertained the identity of either the operator or the owner of such "hit-and-run automobile"

(2) the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the Company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such an accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and

(3) at the Company's request, the insured or his legal representative makes available for inspection the automobile which the insured was occupying at the time of the accident.

E. Occupying. The word "occupying" means in, upon, entering into or alighting from

F. State The word "state" includes the District of Columbia, a territory or possession of the United States, and a province of Canada

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- III. POLICY PERIOD, TERRITORY. This endorsement applies only to accidents which occur on or after the effective date hereof, during the policy period and within the United States of America, its territories or possessions, or Canada.

#### EXCLUSIONS

The endorsement does not apply:

- 1 to bodily injury to an insured or care or loss of services recoverable by an insured, with respect to which such insured, his legal representative or any person entitled to payment under this endorsement shall, without written consent of the Company, make any settlement with any person or organization who may be legally liable therefor;
- 2 to punitive damages. This exclusion does not apply to a wrongful death claim.

#### CONDITIONS

- 1 POLICY PROVISIONS. None of the Insuring Agreements, Exclusions or Conditions of the policy shall apply to the insurance afforded by this endorsement except the provisions which pertain to the insured's duties in the event of accident, occurrence, claim or suit; assistance and cooperation of the insured; changes; cancellation; or assignment.
2. PROOF OF CLAIM, MEDICAL REPORTS. As soon as practicable, the insured or other person making claim shall give to the Company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the Company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the Company unless the Company shall have failed to furnish such forms within 15 days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the Company when and as often as the Company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or persons entitled to sue therefor, shall upon each request from the Company execute authorization to enable the Company to obtain medical reports and copies of records.

3. ASSISTANCE AND COOPERATION OF THE INSURED. After notice of claim under this endorsement, the Company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury, and in any action against the Company, the Company may require the insured to join such person or organization as a party defendant.
- 4 NOTICE OF LEGAL ACTION. If, before the Company makes payment of loss hereunder, the insured or his legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of a motor vehicle involved in the accident a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded immediately to the Company by the insured or his legal representative.
- 5 LIMITS OF LIABILITY
  - (a) The limit of liability expressed in the Declarations as applicable to "each person" is the limit of the Company's liability for all damages including damages for expenses, care and loss of services, arising out of bodily injury to or death of one person in any one occurrence and subject to the above provision respecting each person, the limit of liability expressed in the Declarations as applicable to "each occur-

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rence" is the total limit of the Company's liability for all damages, including damages for care and loss of services because of bodily injury or death of two or more persons in any one occurrence.

- (b) It is further agreed the limit of liability under this coverage shall not exceed the sum of the limits of liability stated for not more than three automobiles covered by this policy
  - (c) If claim is made under Coverage D and claim is also made against any person who is an insured under bodily injury liability of the policy because of bodily injury sustained in an accident by a person who is an insured under Coverage D:
    - (a) any payment made under Coverage D to or for any such person shall be applied in reduction of any amount which he may be entitled to recover from any person who is an insured under the bodily injury liability; and
    - (b) any payment made under the bodily injury liability to or for any such person shall be applied in reduction of any amount which he may be entitled to recover under Coverage D.
6. **ARBITRATION.** If any person making claim hereunder and the Company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured motor vehicle because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this endorsement, then, upon written demand of either, the matter or matters upon which such person and the Company do not agree shall be settled by arbitration in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the insured and the Company, and judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such person and the Company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this endorsement. Such an award shall be a condition precedent to any action against Company
7. **TRUST AGREEMENT** In the event of payment to any person under this endorsement:
- (a) the Company shall be entitled to the extent of such payment to the proceeds of any settlement or judgement that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment is made;
  - (b) such person shall hold in trust for the benefit of the Company all rights of recovery which he shall have against such other person or organization because of the damages which are subject to claim made under this endorsement;
  - (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
  - (d) if requested in writing by the Company, such person shall take, through any representative designed by the Company such action as may be necessary or appropriate to recover such payment as damages from such other person or organization such action to be taken the name of such person; in the event of a recovery, the Company shall be reimbursed out of such recovery for expenses, costs and attorney's fees incurred by it in connection herewith;
  - (e) such person shall execute and deliver to the Company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the Company established by this provision;
  - (f) The provisions of this condition do not apply if:



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- (1) the Company is provided with written notice of the existence of a bonafide offer of agreement or settlement between the insured and the uninsured motorist; and
  - (2) the written notice includes a certification of liability limits, if any, of the uninsured motorist; and
  - (3) the Company fails advance payment to the insured in an amount equal to the amount provided for in the offer of agreement or settlement within a reasonable time after receipt of the notice
8. PAYMENT OF LOSS BY THE COMPANY Any amount due hereunder is payable (a) to the insured, or (b) if the insured be a minor to his parent or guardian, or (c) if the insured be deceased to his surviving spouse, otherwise (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents; provided, the Company may at its option pay any amount due hereunder in accordance with division (d) hereof.
9. ACTION AGAINST COMPANY. No action shall lie against the Company unless, as a condition precedent thereto, the insured or his legal representative has fully complied with all the terms of this endorsement.

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**GARAGEKEEPERS' COVERAGE ENDORSEMENT**  
(Tailored Protection Policy)

19654 (5-92)

In consideration of an additional premium and subject to all the provisions of the policy not expressly modified hereby, the Company agrees with the named insured as follows:

**1. COVERAGE AGREEMENTS**

The Company will pay, on the basis designated in the Declarations:

**LEGAL LIABILITY** - All sums which the insured shall become legally obligated to pay as damages because of loss or damage, or

**DIRECT COVERAGE** - For loss or damage without regard to the insured's liability therefore,

to an automobile or automobile equipment sustained under any of the following coverages for which a premium is charged in the Declarations:

- A. **Named Perils** - Fire, Lightning, Explosion, Theft of the entire automobile, Riot or Civil Commotion, and Vandalism or Malicious Mischief.
- B. **Comprehensive** - loss or damage to an automobile or automobile equipment from any cause except collision; but under this endorsement, breakage of glass and loss or damage caused by missiles or falling objects or collision with an animal or bird shall not be considered loss caused by collision
- C. **Collision or Upset**

The insurance applies only while the insured is attending such automobile or while the automobile or automobile equipment is in the custody of the insured for storage, service or repair:

- (1) at a location stated in the Declarations or while temporarily removed in the ordinary course of the insured's business, or
- (2) elsewhere if the insured is attending such automobile or automobile equipment.

**2. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS**

The Defense, Settlement, Supplementary Payments provision of the coverage form is applicable to this insurance, except with respect to bail bonds or immediate medical or surgical relief.

**3. EXCLUSIONS**

This insurance does not apply to:

- a Liability of the insured under any agreement to be responsible for loss.
- b Loss of or damage to any automobile or automobile equipment owned by the insured or partner or member thereof, employees of the insured or members of the household of the insured or of any partner, member or employee; or to any automobile in the custody of the insured for demonstration or sale. This exclusion does not apply to loss of or damage to an automobile or automobile equipment owned by an employee or member of the household of the employee, who pays for the storage, service or repair covered by this endorsement
- c Defective parts or materials furnished or faulty work performed on an automobile or automobile equipment

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- d Any citizens-band radio, mobile or cellular telephone, television, stereo or disc player, or other similar device used for sending, receiving or reproducing communications or sound, including related items, unless permanently installed in the dash or console opening designed for such equipment

4. **SPECIAL CONDITIONS APPLICABLE TO THIS INSURANCE**

- a **Limits of Liability; Deductibles** Regardless of the number of (1) persons or organizations who sustain loss, (2) claims made or suits brought on account of loss, or (3) automobiles or items of automobile equipment to which this endorsement applies, the limit of the Company's liability for loss at each location is the limit stated in the Declarations less the deductible stated for each coverage applied to each automobile or each item of automobile equipment. Except as to loss caused by collision, a deductible shall be applied to no more than five automobiles or items of automobile equipment in any one loss occurrence
- b. **Pro Rata Liability.** If at the time of the loss, the value of all automobiles and automobile equipment of others in the custody of the insured at the location where the loss occurs exceeds the limit of liability stated in the Declarations for such location, the Company shall not be liable for a greater proportion of the loss than the limit of liability stated bears to that total value.
- c. **Replacement And Repairs At Actual Cost.** In the event of loss or damage, the insured shall, if requested by the Company, replace the property lost or damaged or furnish labor and materials for repair at actual cost to the insured.
- d When this insurance is written on a Direct Coverage basis, it shall be excess over any other insurance available to the owner or lessee of the automobile with respect to which loss or damage is sustained. However, this provision does not apply if this coverage is designated "primary" in the Declarations or if the insured is legally liable for the loss or damage.

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**POLLUTION LIABILITY EXCLUSION  
GARAGE LIABILITY**

19987(8-91)

It is agreed that under INSURING AGREEMENTS, I COVERAGES A BODILY INJURY LIABILITY and B. PROPERTY DAMAGE LIABILITY, the following exclusion is added:

Coverages A and B shall not apply to:

- 1 Bodily injury or property damage resulting from the actual, alleged or threatened discharge, release, escape, seepage, migration, or dispersal of pollutants:
  - a that are, or are contained in any property that is:
    - (1) being transported or towed by, handled or prepared for placement into or upon, or taken from any automobile;
    - (2) otherwise in the course of transit by an insured or on behalf of an insured; or
    - (3) being disposed of, stored, treated or processed into or upon any automobile;
  - b before such pollutants or property containing pollutants are moved from the place they are accepted by an insured or any one acting on behalf of an insured for placement into or onto any automobile; or
  - c after such pollutants or property containing pollutants are removed from any automobile to where they are delivered, disposed of or abandoned by an insured or any one acting on behalf of an insured.

Part 1 a. does not apply to pollutants that are needed or result from the normal mechanical electrical or hydraulic functioning of the automobile or its parts, if the escape, discharge, dispersal, seepage, migration or release of such pollutants is directly from a part of the automobile designed to hold store receive or dispose of such pollutants by the automobile manufacturer.

Parts 1.b. and 1.c. of this exclusion do not apply, if as a direct result of the maintenance or use of the automobile, pollutants or property containing pollutants which are not in or upon the automobile, are upset, overturned or damaged at any premises not owned by or leased to an insured. The discharge, dispersal, release, seepage, migration or escape of the pollutants must be directly caused by such upset, overturn or damage.

- 2 Bodily injury or property damage resulting from the actual, alleged or threatened discharge, release, escape, seepage, migration, or dispersal of pollutants:
  - a at or from any premises site or location which is or was at anytime owned or occupied by, or rented or loaned to any insured;
  - b at or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - c which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom an insured may be legally responsible;
  - d at or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations;

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- (1) if the pollutants are brought on or to the premises, site, or location in connection with such operations by such insured, contractor or subcontractor; or
- (2) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize or in any way respond to, or assess the effects of pollutants

Parts 2 a and 2 d(1) do not apply to bodily injury or property damage caused by heat, smoke or fumes from a hostile fire. As used herein, a hostile fire is one which becomes uncontrollable or breaks out from where it is intended to be.

3. Any loss, cost or expense arising out of any:
  - a request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
  - b claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, liquids, gases and waste. Waste materials include materials to be recycled, reconditioned or reclaimed.

All other policy terms and conditions apply.

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**GARAGE LIABILITY  
AMENDATORY ENDORSEMENT - INSPECTION PROVISION**

19959 (1-91)

In consideration of the premium at which this policy is written, it is hereby understood and agreed that the provision with respect to the Company's right to inspect the named insured's property and operations is hereby amended to provide that neither the right nor the exercise thereof shall constitute an undertaking to determine that such property or operations are safe or healthful, or in compliance with any law, rule or regulation.

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**ABSOLUTE ASBESTOS EXCLUSION  
GARAGE LIABILITY**

19983 (3-91)

No coverage is provided by this policy for any claim, suit, action or proceeding against the insured arising out of the discharge, dispersal, release, escape or inhalation of any asbestos related particle, dust, irritant, contaminant, pollutant, toxic element or material.

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**AMENDATORY ENDORSEMENT  
Garage Liability**

79585 (3-94)

It is agreed:

- 1 Under **CONDITIONS, 2. PREMIUM** is deleted and replaced with the following:
  2. **PREMIUM** The premium stated in the Declarations for this policy is provisional. The earned premium for each policy term will be calculated according to the Company's rules and rates. The Company shall use the rates for the policy in effect at the inception date of the term. Additional premium will be charged or a refund made, whichever is appropriate. However, the Company shall retain the minimum premium for this policy.
- 2 Under **CONDITIONS, 4. PAYROLL REPORTS AND AUDITS** is deleted and replaced with the following:
  4. **PAYROLL REPORTS AND AUDITS** The Company may examine and audit the named insured's books and records to determine the premium for this policy at any time during the policy term and within one year after the expiration of this policy.

All other policy terms and conditions apply

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This endorsement changes the policy. Please read it carefully.

59218 (1-91)

**ABSOLUTE EXCLUSION FOR FRAUD,  
MISREPRESENTATION, DECEIT OR  
SUPPRESSION OR CONCEALMENT OF FACT**

This policy does not apply to any claim arising out of fraud, misrepresentation, deceit, suppression or concealment of fact, whether intentional, unintentional, innocent, negligent, willful, malicious, reckless or wanton, including, but not limited to an action or lawsuit demanding or seeking damages or recovery based on direct liability, vicarious liability or agency principles.



Agency Code 17-0877-00

Policy Number 43-377-578-00

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**AMENDMENT OF RENTAL EXCLUSION**

19372 (4-80)

It is agreed that exclusion (b) (2) (ii) applicable to Coverage A and B is amended to read:

- (ii) while leased or rented to others by the named insured unless such lease or rental is to a salesman for use principally in the business of the named insured or unless the automobile is in the custody of the named insured for pick up, delivery, service or repair in connection with such lease or rental;

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**LIQUOR LIABILITY EXCLUSION**

19637 (9-87)

The following exclusion is added:

Coverage shall not apply to bodily injury or property damage for which the insured or his indemnitee may be held liable:

- (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or
- (2) if not so engaged, as the owner or lessor of premises used for such purposes,

if such liability is imposed:

- (i) by, or because of the violation of, any statutes, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage; or
- (ii) by reason of selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but, part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above.

All other terms and conditions of the policy apply

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**COMBINED LIMIT OF LIABILITY ENDORSEMENT  
(BODILY INJURY AND PROPERTY DAMAGE)**

19693 (3-88)

When the coverage shown in the Declarations is "Combined Liability", it is agreed that the provisions of the policy which set forth and define the limits of liability applicable to Coverage A - Bodily Injury Liability and Coverage B - Property Damage Liability are deleted and replaced by the following:

The limit of liability stated in the Declarations is the total limit of the Company's liability under Coverages A and B combined for all damages, including damages for care and loss of services and loss of use, as the result of any one occurrence; provided with respect to any occurrence for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility for the future under the provisions of the motor vehicle financial responsibility law of any state or province, such limit of liability shall be applied to provide the separate limits required by such law for bodily injury and property damage liability to the extent of the coverage required by such law.

Agency Code 17-0877-00

Policy Number 43-377-578-00

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**UNINSURED MOTORIST AMENDATORY ENDORSEMENT**

19288 (11-85)

It is agreed that under Uninsured Motorist Coverage the definition of "Uninsured Motor Vehicle" is amended to include insured motor vehicles to the extent that the sum of the limits of liability under all bodily injury liability bonds and insurance policies available to an injured person after an accident is less than the damages which the injured person is legally entitled to recover

It is further agreed that the limit of liability under this coverage shall not exceed the smaller of:

- a. damages which the insured is legally entitled to recover; or
- b. the sum of the limits of liability stated for not more than three automobiles covered by this policy

All terms and conditions applicable to Uninsured Motorist Coverage apply to this endorsement

AUTO-OWNERS

Issued 03-11-2004

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040 (334) 347-2631

Endorsement Effective 02-12-2004

INSURED SUNSHINE CAMPING CENTER INC

POLICY NUMBER 43-377-578-00

Company Use 38-46-AL-0302

ADDRESS PO BOX 294  
DALEVILLE AL 36322-0294

Company  
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
to	
02-20-2003	02-20-2004

This policy is amended in consideration of the additional or return premium shown below. This Declarations voids and replaces all previously issued Declarations bearing the same policy number and premium term.

**FOR COMPANY USE ONLY**

ATTACHED FORMS MUST BE VIEWED IN MOBIUS APPS SUITE.

The following attachments were issued with this transaction:  
1988 (01-89)A

Premium/Commission Recap:  
GARG \$8.00 @ 15.0%

Billing Type Company Bill - MONTHLY

Billing Account Number 006531808

Insured Copy Mailed To Agency

Trailback Date 01-22-2004

Reinsurance Dec Copy No

AGENCY 17-0877-00 POLICY 43-377-578-00

13271 (8-99)

WHITTAKER-WARREN INSURANCE INC  
PO BOX 311283  
ENTERPRISE AL 36331

03-11-2004



P O BOX 30660, LANSING, MICHIGAN 48909-8160 • 517-323-1200

AUTO-OWNERS INSURANCE COMPANY  
AUTO-OWNERS LIFE INSURANCE COMPANY  
HOME-OWNERS INSURANCE COMPANY  
OWNERS INSURANCE COMPANY  
PROPERTY-OWNERS INSURANCE COMPANY  
SOUTHERN-OWNERS INSURANCE COMPANY

SUNSHINE CAMPING CENTER INC

PO BOX 294  
DALEVILLE AL 36322-0294

Thank you for allowing Auto-Owners to handle your insurance needs.

Auto-Owners Insurance Group is financially sound with sufficient reserves to be ranked among the leaders in the industry for financial security. Our A + + (Superior) rating by the A.M. Best Company signifies that we have the financial strength to provide the insurance protection you need.

Feel free to contact your Auto-Owners agency with any questions you may have about your insurance needs. Your agency's phone number is (334) 347-2631.

Auto-Owners Insurance - The "No Problem" People®

\*\*\*\*\* THIS IS NOT A BILL. \*\*\*\*\*

**IF ADDITIONAL PREMIUM IS OWED, A BILL WILL BE MAILED SEPARATELY. PLEASE  
PAY ANY UNPAID BILLS.**

~ *Serving Our Policyholders and Agents for More Than 85 Years* ~

**Auto-Owners**

Page 1

79041 (04-95)  
Issued 03-11-2004INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999**TAILORED PROTECTION POLICY DECLARATIONS**AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040

Endorsement Effective 02-12-2004

(334) 347-2631

**POLICY NUMBER 43-377-578-00**

INSURED SUNSHINE CAMPING CENTER INC

Company Use 38-46-AL-0302

ADDRESS PO BOX 294  
DALEVILLE AL 36322-0294Company  
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
to	
02-20-2003	02-20-2004

This policy is amended in consideration of the additional or return premium shown below. This Declarations voids and replaces all previously issued Declarations bearing the same policy number and premium term.

**COVERAGE****TERRITORY****GARAGE LIABILITY COVERAGE****GARAGE LIABILITY COVERAGE LIMITS**

COVERAGES	LIMITS
Combined Liability	\$ 500,000 each occurrence
Passenger Accident	\$ 5,000 each person
Premises Medical	\$ 5,000 each person
Uninsured including Underinsured Motorist	\$ 20,000 each person /\$ 40,000 each occurrence

PREMIUM BASIS: Audit is Annual. Entity is a Corporation.

Location 001: RR 1 (US HWY 84) DALEVILLE AL 36322-9801

Garage Liability - DIVISION I  
Endorsement032  
Dale County, AL

COVERAGES	RATE/EMP	ESTIMATED PREMIUM	CHANGE
Combined Liability	\$703.75	\$2,815.00	
Passenger Accident	13.50	54.00	
Premises Medical	7.75	31.00	
Uninsured including Underinsured Motorist		60.00	
<b>TOTAL</b>		<b>\$2,960.00</b>	<b>No Charge</b>

Additional Forms For This Coverage: 19372 (04-80) 19637 (09-87) 19693 (03-88)  
1988 (01-89) 19288 (11-85) 19732 (06-92)

PREMIUM BASIS: Franchised Dealer - Motor Home Sales. Full time equivalent employees - 4.0. Number of licensed vehicles - 1. Number of dealer plates - 0. Program - Garage. Products/Completed Operations Deductible applies.

I certify that this policy was assembled from available records as a representation of coverage that was in effect for the policy period shown.

*Kelly A. G. [Signature]*

Date 2016-05

Page 2

79041 (04-95)

AUTO-OWNERS INS. CO.

Issued 03-11-2004

AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 MKT TERR 040Company POLICY NUMBER 43-377-578-00  
Bill Company Use 38-46-AL-0302

INSURED SUNSHINE CAMPING CENTER INC

Term 02-20-2003 to 02-20-2004

Garagekeepers Coverage - Direct Primary Coverage  
Endorsement032  
Dale County, AL

COVERAGES	LIMITS	PREMIUM	CHANGE
Comprehensive	\$ 100,000 - \$ 500 ded.	\$612.00	
Collision or Upset	\$ 100,000 - \$ 500 ded.	324.00	
TOTAL		\$936.00	No Charge

Additional Forms For This Coverage: 19654 (05-92)

TOTAL GARAGE LIABILITY PREMIUM	TERM	ALL COVERAGES
(THIS IS NOT A BILL)	\$3,896.00	No Charge

Forms That Apply To This Policy: 19652 (01-88) 19959 (01-91) 19983 (03-91)  
19987 (08-91) 79585 (03-94) 19634 (01-91) 59350 (11-02) 59218 (01-91)

A 2% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X): Comm Umb( ) Comm  
Auto( ) WC( ) Life(X) Personal( ) Farm( ). Passenger Accident coverage written on more than one vehicle does  
not increase the stated limit per person.

Countersigned By: \_\_\_\_\_

**DEDUCTIBLE PROPERTY DAMAGE LIABILITY ENDORSEMENT**  
**(PRODUCTS LIABILITY - GARAGE LIABILITY INSURANCE)**

1988 (1-89)

In consideration of the premium at which this insurance is written, it is agreed that such coverage as is afforded for Property Damage Liability applies subject to the following provisions:

\$100.00 shall be deducted from the total amount of all sums which the insured shall become obligated to pay by reason of the liability imposed upon him by law for damages on account of each claim resulting from:

- (1) products sold, handled or distributed, if the property damage occurs after the insured has relinquished possession thereof to others and away from premises owned, rented or controlled by the named insured; or
- (2) services performed, including any act or omission in connection therewith, if the property damage occurs after the completion of such services and away from the premises owned, rented or controlled by the named insured;

and the Company shall be liable only for the difference between such deductible amount and the limit of the Company's liability for each claim as stated in the policy. In no event shall the Company be liable under this policy for injury to or destruction of products sold, handled or distributed or work completed by or for the named insured out of which the property damage arises.

The terms of the policy, including those with respect to notice of accident and the Company's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.

The Company may pay any part or all of the deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse the Company for such part of the deductible amount as has been paid by the Company.



NOTICE OF NONRENEWAL

FORM: 59134 (06-99)

COMPANY AUTO-OWNERS INSURANCE COMPANY  
6101 ANACAPRI BLVD  
LANSING, MI 48917-3968

DATE OF NOTICE  
01-12-2004

AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 PO BOX 311283  
U-040 ENTERPRISE, AL 36331-1283

POLICY NUMBER  
43-377-578-00

COMPANY USE  
38-46-AL

DESCRIPTION OF POLICY  
TAILORED PROTECTION

INSURED SUNSHINE CAMPING CENTER INC  
PO BOX 294  
DALEVILLE, AL 36322-0294

EFFECTIVE DATE  
FEBRUARY 20, 2004

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**FOR COMPANY USE ONLY**

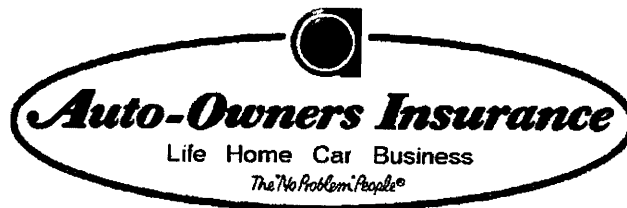
Trailback Date 01-12-04

Mailing type: PO receipt

AGENCY 17-0877-00 POLICY 43-377-578-00  
WHITTAKER-WARREN INSURANCE INC  
PO BOX 311283  
ENTERPRISE, AL 36331-1283

00571 (03-95)

Your agency's phone number is  
(334) 347-2631



SUNSHINE CAMPING CENTER INC  
PO BOX 294  
DALEVILLE, AL 36322-0294

BOX 30660, LANSING, MICHIGAN 48909-8160 • 517/323-1200

AUTO-OWNERS INSURANCE COMPANY  
AUTO-OWNERS LIFE INSURANCE COMPANY  
HOME-OWNERS INSURANCE COMPANY  
OWNERS INSURANCE COMPANY  
PROPERTY-OWNERS INSURANCE COMPANY  
SOUTHERN-OWNERS INSURANCE COMPANY

Page 1

NOTICE OF NONRENEWAL

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COMPANY AUTO-OWNERS INSURANCE COMPANY  
6101 ANACAPRI BLVD  
LANSING, MI 48917-3968

DATE OF NOTICE  
01-12-2004

POLICY NUMBER  
43-377-578-00

AGENCY WHITTAKER-WARREN INSURANCE INC  
17-0877-00 PO BOX 311283  
U-040 ENTERPRISE, AL 36331-1283

COMPANY USE  
38-46-AL

DESCRIPTION OF POLICY  
TAILORED PROTECTION

INSURED SUNSHINE CAMPING CENTER INC  
PO BOX 294  
DALEVILLE, AL 36322-0294

EFFECTIVE DATE  
FEBRUARY 20, 2004

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You are hereby notified in accordance with the terms and conditions of the above referenced policy, that the insurance provided by such policy will cease at 12:01 A.M. on the effective date shown above.

REASON FOR NONRENEWAL:

NON RENEWING THIS POLICY AND REWRITTING TO NEW AGENT..

I certify that this policy was assembled from  
available records as a representation of coverage  
that was in effect for the policy period shown.

Kelly C. Clark  
Date 2-16-05